

3854

COUNTY COUNCIL FOR MONTGOMERY COUNTY, MARYLAND

IN LEGISLATIVE SESSION

Tuesday, April 6, 1982 Rockville, Maryland

The County Council for Montgomery County, Maryland, convened in Legislative Session in the Council Hearing Room, County Office Building, Rockville, Maryland, at 11:25 A.M. on Tuesday, April 6, 1982.

PRESENT

Neal Potter, President  
Scott Fosler  
Ruth Spector

Michael L. Gudis, Vice President  
David L. Scull  
Rose Crenca

Esther P. Gelman

The President in the Chair.

The Journal of March 23, 1982, was approved as amended.

INTRODUCTION OF BILLS:

Re: Introduction of Bill No. 12-82.  
Nursing Homes

Upon motion of Councilwoman Gelman, duly seconded and without objection, the Council voted to waive the reading of the title and proceed to introduction of Bill No. 12-82.

Bill No. 12-82 was introduced by the Council President at the request of the County Executive. The title of the bill is set forth below: AN EMERGENCY ACT to amend Chapter 25, title "Hospitals, Sanitariums, Nursing and Care Homes" of the Montgomery County Code 1972, as amended, by repealing and reenacting with amendments Section 25-10, title "Violations and Penalty", and Section 25-22, title "Revocation or Suspension Generally"; to provide for injunctive relief to enforce the Chapter and to correct violations, to provide for an increase in the fine, and to provide for a ban on admissions and related procedures.

Re: Introduction of Bill No. 13-82,  
Freeze on Salary Maxima of All  
Grades

Upon motion of Councilwoman Gelman, duly seconded and without objection, the Council voted to waive the reading of the title and proceed to introduction of Bill No. 13-82.

Bill No. 13-82 was introduced by Councilman Scull. The title of the bill is set forth below: AN EMERGENCY ACT to amend Section 33-74, title "Cost of Living Adjustment" of Chapter 33, title "Personnel" of the Montgomery County Code 1972, as amended, to require that the salary maxima for all grades be maintained at the Fiscal Year 82 level, and to eliminate the need for certain findings by the Council in its budget resolution.

Councilwoman Spector inquired as to whether the Council will have time to address a revision of the pay plan prior to May 15, when the budget must be adopted by the Council. During discussion of the concept of the bill last week, Councilmembers indicated that there was a need to examine and compare individual classifications and to do a comprehensive revision of the pay plan if that is found to be necessary. She does not believe the Council has time to give the matter sufficient study.

Councilwoman Crenca agreed, and stated that she has asked Deputy Staff Director Spengler to address what she sees as an inconsistency. The data presented to the Council during the last budget season indicated that the salaries of County employees were below those of other area jurisdictions and large cities. However, Mr. Spengler's memorandum to the Council of March 24, 1982, concludes that "the County's maximum salaries for all grades in the pay plan exceed those of neighboring jurisdictions." She has asked Mr. Spengler to reconcile this data. If this reconciliation can be produced in the timeframe necessary, she would be willing to address the provisions of Bill No. 13-82. However, if the Council freezes the salaries of County employees, she believes that some way must be found to freeze Councilmembers' salaries. She requested that the Council obtain a legal opinion as to what can be done in this regard.

President Potter stated that an amendment to the State Constitution would be required to allow the Council to affect the salaries of elected officials during their term of office. If there is a desire to lower Councilmembers' salaries, a bill could be introduced to establish \$10,000 as the salary of the next County Council.

Councilwoman Gelman pointed out that any Councilmember is free to not accept his or her salary and turn it back to the General Fund or give it to a charity. It can be handled very simply and personally. She expressed concern with the idea that perhaps the Council will not have time to address the bill. If the Council does not have time for a thorough review, the bill will not be enacted. However, that is not a reason to oppose introduction of the bill. She stated that the fact the bill was prepared so rapidly shows that there is some will to work on it. She noted that she had wanted the Council to address the entire pay plan in a comprehensive fashion.

President Potter expressed the view that the Council will find time to address the bill after May 15, although it would be most helpful to do it before May 15. He noted that weekends are available for additional Council meetings.

Councilwoman Crenca expressed the view that it would be more significant for the Council to review job classifications in relation to the pay scale than to simply freeze the maximum salary of each grade. She believes that certain positions are in the wrong classification. As soon as the budget deliberations are over, she would like the Council to set in motion a thorough examination of the salary scale in order to end debate over conflicting data.

#### MEMORIALS AND PETITIONS:

There were no memorials or petitions to be presented.

#### CALL OF BILLS FOR FINAL READING:

Re: Bill No. 57-81, Amendments to  
Electrical Code, Deferred

Bill No. 57-81, Amendments to Electrical Code, was called for final reading. The Council had before it for consideration Draft No. 6, dated April 1, 1982.

At the suggestion of President Potter and without objection, the Council deferred enactment of Bill No. 57-81. President Potter indicated that he would provide the Housing Committee with a memorandum detailing his concerns with the bill.

Re: Consideration of Bill No. 53-81,  
Smoking Prohibitions; Remanded to  
Environment & Energy Committee

Bill No. 53-81, Smoking Prohibitions, was called for final reading.  
The Council had before it for consideration Draft No. 4, dated March 31, 1982.

Councilwoman Gelman expressed appreciation to the Environment and Energy Committee for its work on this bill, noting that the effort to regulate smoking was begun many years ago by Councilwoman Scull. When Councilwoman Gelman was elected to the Council, she worked with Councilwoman Scull to enact Section 24-9, Smoking Prohibitions and Restrictions. Now the concept has gained broader support. However, the Committee seems to have excluded certain things that have been part of the existing law, such as the prohibition against smoking in hospital rooms. She related the circumstances under which the former Council added hospital rooms as places in which there shall be no smoking unless agreed to by all patients in the room.

Councilwoman Spector stated that the Environment and Energy Committee has amended the bill to provide that the entire hospital shall be a no smoking area. Specific smoking lounges will have to be designated.

Councilwoman Gelman stated that, if that is the case, she did not understand that the burden of the law has been reversed. She suggested that the following sentence on lines 18 through 20, page 2, is superfluous: A reasonable effort shall be made to assign patients to sleeping rooms according to the patient's individual nonsmoking or smoking preference. In addition, she believes that the sentence would force a hospital which normally permits no smoking at all to allow its patients to smoke in their rooms. If the sentence is not deleted, the phrase "Where hospitals rules permit," should precede the sentence.

Councilwoman Spector pointed out that the sentence is not substantially changed from existing law and has not been confusing to hospital administrators.

Upon motion of Councilwoman Gelman, duly seconded and without objection, the Council added the following phrase prior to the words "A reasonable effort" on line 18, page 2: Where smoking is permitted by the health care facility,.

In response to inquiries by Councilwoman Gelman, it was noted that the bill would require restaurants to designate no-smoking areas, but would not require walls or partitions to separate the smoking and no-smoking areas. The non-smoking areas could be so designated by means of a movable sign.

Councilwoman Gelman suggested that a restaurant that has a very strong filter and ventilation system should be exempted from the requirement to designate a no-smoking area. She further suggested that thought be given to having the requirement on restaurants commence with the establishment of new restaurants. She stated that it has become very fashionable for patrons to request no-smoking sections and many restaurants have accommodated them to the point that it has become a way of life. The places that do not accommodate non-smokers do not get that clientele. She believes that the present law has worked very well and perhaps this bill would impose a requirement that is not needed. She noted that restaurants are facing difficulties now because of the economy.

President Potter stated that the objection of most restaurateurs stems from the lack of flexibility inherent in designating a separate room a no-smoking area. The Committee has accommodated that concern by permitting such an area to be designated by means of a flexible sign and by not requiring walls to separate the area.

Councilwoman Gelman expressed the view that the language of the proposed bill is almost meaningless as it applies to restaurants. If a restaurant is filled with smokers and a non-smoker requests a table, the non-smoker would be seated at the first available table and that area would be designated a non-smoking area. She is not sure that anything positive will be accomplished.

Councilwoman Crenca stated that this bill attempts to do the impossible, i.e., make everyone happy and preserve everyone's rights. The Environment and Energy Committee's best effort is being presented to the Council. There are people who find smoke objectionable and they have requested a fighting chance to breathe reasonably clean air. The Committee received a lot of data concerning the detrimental effects of second-hand smoke. On the other hand, smokers feel

that they have certain rights based on tradition. Management of private businesses wants to be able to conduct business without a tremendous amount of governmental interference.

Councilwoman Crenca stated that Bill No. 53-81 is an attempt to legislate courtesy and good health. While the goal cannot be achieved 100%, it is an attempt that will raise the awareness on the part of people that non-smokers have rights and must speak up for those rights. If a person wants to smoke in a public place, he must ask the proprietor to let him do so in a way that is least injurious to the health and comfort of others. However, this must be done in a flexible manner and based on good will. She stated that she cannot think of another way to address this problem without the government spending a tremendous amount of money to enforce it and creating much ill will. She believes that flexibility and awareness will go a long way toward raising the consciousness of smokers to be receptive to the needs of other citizens.

Councilwoman Crenca stated that she has four amendments that have been suggested to her by persons who have read the bill. She would like to thank them and all of the other people who attended the Committee meetings and did a tremendous amount of research. She distributed the four amendments to the Council.

Councilman Scull stated that he did not attend the Committee meetings and would benefit from a brief summary of why the Committee felt it was necessary to weaken the bill. He believes that a strong case has been made that smoking is dangerous to the smoker and non-smoker. The government has the power to legislate changes in behaviour and, therefore, attitude. He referred to the enactment of civil rights legislation in the early 1960s and the resultant changes in people's experiences and attitudes. If the Council feels strongly that smoking is a danger, then it is worthwhile to legislate no smoking; however, the law must be made meaningful. Montgomery County has pioneered in this field, and it has been helpful to have the County set an example. Councilman Scull noted that the Committee has eliminated the criminal penalties for owners of private establishments; he is curious to know if there have been any problems which caused the Committee to eliminate that portion of the law. In the work place, where people spend most

of their days, the Committee has eliminated the requirement that there be no smoking except in private office areas. The Committee has made a step forward by requiring the employer to consider the needs of non-smokers; however, he inquired as to what was so compelling about the rights of smokers that caused the Committee to eliminate that restriction.

Councilwoman Crenca stated that the Committee considered the practical aspects of the proposal. Employers objected to being made "referees" where there is a feeling of ill will resulting from someone smoking. A certain amount of flexibility must be provided so that employers can address the problem when asked to do so by a non-smoker. Short of banning smoking completely, there must be a way to address the situation. The Committee did not feel it could go that far. Employers pointed out that employees are assigned work spaces according to the work flow; the flow would be disrupted if they had to be grouped according to smokers and non-smokers. In addition, a ban on smoking except in private offices could be discriminatory. Higher-ranking employees, who enjoy private offices, would be permitted to smoke in the work place while lower-ranking employees could not. The Committee decided to let management address the situation so that employees who do not want to breathe smoke can be accommodated by an individual assessment of their situation. Signs can be posted as to where smoking is permitted and not permitted. It could apply to one desk or a section of a room. Each work place is different; it would be difficult to establish standards that would cover all situations. Councilwoman Crenca stated that she toured a building where the situation is being addressed in this manner and found that it was working well. She pointed out, however, that it works best in work places that have good ventilation systems to begin with.

President Potter noted that that is not true of the Council Offices where a substantial problem exists. If the employer can find a solution, he would like to hear from him.

Councilman Fosler noted that the Council received a statement of economic impact of expanding the smoking prohibition in Montgomery County, prepared by James and Associates. He inquired as to the Committee's reaction to that analysis and the extent to which it affected the Committee's thinking.

President Potter stated that that was a special survey of restaurant owners conducted by a firm hired by the owners. The Committee considered the report and responded by not requiring restaurants to have separate, permanent non-smoking sections. Restaurant owners will have the flexibility to respond to the flow of business.

Councilwoman Spector added that the persons conducting the survey misunderstood the provisions of the bill and the economic impact was somewhat overstated. In addition, the Lung Association called attention to the economic impact to the individual of added health care costs as a result of smoking or second-hand smoke. This impacts as well on the health care delivery system and insurance premiums.

Councilwoman Gelman moved that the words "when requested" be added after the word "areas" in line 8d, page 5. Her motion failed for lack of a second. She expressed the view that it is not as important to keep restaurants smoke-free as it is the Council's Hearing Room. She believes that the burden should be on customers to request non-smoking areas, but that every effort should be made to accommodate that person in the most effective way possible.

Councilwoman Spector stated that the Committee wanted to avoid putting the burden on the non-smoker to request a no-smoking section. Some people are not willing, able or likely to speak up and ask for something which is viewed as an imposition by many. Without adequate signs, many people are not aware that there is a law on the books to back them up in their requests. She believes that the burden should be on restaurants and private establishments to provide non-smoking areas and to indicate the areas with signs.

In response to Councilman Scull's earlier inquiry concerning penalties, Legislative Counsel Frankel stated that the Committee heard from restaurant owners who strongly objected to having criminal penalties imposed on them for refusing to ask a customer to leave who smokes in the non-smoking section.

Councilwoman Gelman pointed out that enforcement of this law by the County government has been nil, and called attention to the great need to enforce it within the County Office Building.



Councilman Scull moved, duly seconded, that the Council restore the original language of the bill in subsection (g), lines 1 through 9, page 5, and in subsection (j)(1), line 26, page 5.

Councilwoman Gelman stated that she would like to have a report on the history of enforcing the existing law. Mr. Frankel pointed out that the Committee was briefed by Ms. Martin, Health Department, who indicated that she had had only one real problem with compliance.

Councilman Scull stated that the effect of his motion would be to apply the same criminal penalty to restaurant owners that hospital administrators and food store managers have been subject to for several years.

President Potter suggested that the weaker penalty section be retained and applied to restaurants only, and that the original language of the penalty section be restored as a separate section to apply to all other establishments. Councilmembers Gelman and Spector indicated agreement with this suggestion.

In response to an inquiry as to why restaurants are different from other types of establishments where people come together for periods of time, Councilman Gudis stated that people go to restaurants primarily for social or business occasions and not out of necessity. Therefore, a certain amount of flexibility should be provided. He believes that the bill as presented accomplishes that goal. Restaurant owners or managers do not want to be placed in an awkward position of having to ask people to stop smoking and take the chance of alienating their customers.

Councilman Scull expressed the view that the problems cited by restaurant owners are severely overstated. So many restaurants have no-smoking sections now and they seem to function smoothly. For 25 years, restaurants have been regarded as public accommodations under the law, just like airplanes and buses. There are times when people have to eat in restaurants out of necessity, such as when working late or travelling. He believes that Councilmembers' views on this bill depend on how strongly they feel about smoking. The case has now been made that it is a serious detriment to health and the health of people breathing second-hand smoke. The right to enjoy a smoke must give way to the right to be free of smoke for reasons of health and comfort. He does not believe it would be an unfair burden to place restaurant owners under the same obligations as owners of other types of establishments.

In response to an inquiry, Mr. Frankel discussed the difference between criminal and civil penalties.

Councilman Scull expressed the view that civil penalties are insufficient and that this bill must be backed up by a criminal penalty. He suggested that the Council defer consideration of this bill and develop language for two penalty structures as suggested by President Potter.

After discussion and without objection, the Council deferred enactment of Bill No. 53-81 and remanded it to the Environment and Energy Committee for further consideration, along with the four amendments distributed by Councilwoman Crenca. Committee members requested that interested Councilmembers who are not members of the Committee attend the meeting or at least make their concerns known to the Committee so that they can be addressed. Councilwoman Crenca, Chairwoman of the Committee, noted that it will be difficult to schedule another Committee meeting during the operating budget worksessions.

Councilman Fosler in the Chair.

Re: Enactment of Bill No. 71-81.  
Collective Bargaining for Police

Bill No. 71-81, Collective Bargaining for Police, was called for final reading. The Council had before it for consideration Draft No. 4, dated March 30, 1982.

Mr. Hilliard, Director, Office of Personnel, and Mr. Torgesen of his staff, appeared before the Council and responded to questions of Councilmembers concerning the provisions of and amendments to the bill.

Several Councilmembers indicated that their recollection of the Council's actions during worksessions is different than the amendments reflected in Draft No. 4. Another Councilmember who was not present for the worksessions indicated concerns also.

Upon motion of Councilwoman Gelman, duly seconded and without objection, the Council deferred consideration of Bill No. 71-81 until later in the day when Mr. Hillman, Special Counsel for Labor Relations, can be present to respond to questions.

President Potter in the Chair.

Re: Deferral of Bill No. 76-81, Open  
Meetings for Homeowners Associations

Bill No. 76-81, Open Meetings for Homeowners Associations, was called for final reading. The Council had before it for consideration Draft No. 4, dated March 30, 1982.

Due to lack of time, the Council postponed enactment of Bill No. 76-81, and requested that the Housing Committee meet with interested people to discuss the amendments proposed by the Office of Consumer Affairs.

(The Legislative Session was recessed at 1:10 P.M., and reconvened at 2:30 P.M.)

Re: Enactment of Bill No. 71-81.  
Collective Bargaining for Police

Bill No. 71-81, Collective Bargaining for Police, was called for final reading. Mr. Hillman, Special Counsel for Labor Relations, appeared before the Council to respond to inquiries.

Mr. Hillman stated that the confusion in the Council's earlier discussion resulted from the fact that Draft No. 4 does not reflect an amendment made by the Council at its last worksession on this bill. Subsection (1), page 20, through subsection (2), page 21, were deleted in their entirety and were included in Draft No. 4 by mistake.

Without objection, the Council agreed to delete all of the language in subsections (1) and (2), pages 20 and 21.

The Council reviewed the remainder of Bill No. 71-81 and raised questions as to the various provisions of the bill.

Councilman Fosler stated that he has had a difference of interpretation with the Executive Branch as to the meaning of the phrase "effect on employees" as used in Section 33-80(a)(7), page 18, as being an item that is subject to collective bargaining as a result of the exercise of an employer's right. Mr. Hilliard would draw a distinction between the decision itself (such as a decision to lay off employees), and the way in which the decision is implemented (which employees to lay off first). The former would be prohibited, but the latter would

be bargainable in Mr. Hilliard's interpretation. However, Councilman Fosler expressed the view that the employer's rights extend to the implementation of the decisions; the "effect" is the consequence of the implementation.

Mr. Hillman stated that he would agree with Councilman Fosler's interpretation. The effect is the consequence to the employees. In a common labor relations situation, an employer would not have to bargain over the decision to shut down a plant, nor the implementation of the shutdown. However, the employer does have a duty to bargain over the effects on employees, such as severance pay and seniority rights.

President Potter expressed the view that a more precise phrase would be "bargain over the amelioration of the effects on employees."

Mr. Hillman expressed the view that the phrase suggested by President Potter is unnecessary because the words that have been used already have well-established meanings.

At the suggestion of President Potter and without objection, the Council restored the word Any in line 4, page 22.

Mr. Hillman responded to questions of Councilmembers concerning provisions that have been deleted from the bill because they have been addressed in other contexts or locations in the bill.

Upon motion of Councilman Fosler, duly seconded and without objection, the Council restored the language of subsection (b)(2), page 19, as follows: (2) To maintain and improve the efficiency and effectiveness of operations;.

After discussion and without objection, the Council inserted the word only after "employees" on line 11, page 18, to clarify that collective bargaining is permitted concerning pension and retirement benefits for active employees only.

During the discussion of the addition of the word "only" on line 11, page 18, the Council considered adding the word to the body of Section 33-80 to clarify that the listing of bargainable items was exclusive. However, after consideration of the fact that some subjects may arise in the future that are not enumerated, the Council added the word "only" on line 11 to clarify that the pensions of already-retired employees are not bargainable.

At the suggestion of President Potter, upon motion of Councilman Gudis, duly seconded and without objection, the Council deleted the word [such] from line 18, page 23, and inserted the words necessary to implement the agreement after the word "action" in the same line.

At the suggestion of President Potter and without objection, the Council deleted the word [most] from line 5, page 25, and inserted in lieu thereof more. The Council also corrected the spelling of the word "empowered" on line 18, page 30.

President Potter requested that the record reflect the intent of the Council that deletion of the section concerning "Use of Official Time" from page 31 does not give employees the right to use official time for union business. Mr. Hillman indicated that this is an item that is left to the bargaining process.

At the suggestion of President Potter and without objection, the Council inserted a comma after the word "interest" on the sixth line of subsection (c), page 32.

(The Council recessed from 3:10 P.M. to 3:30 P.M. to allow Councilmembers an opportunity to read through Bill No. 71-81 in view of the error that had been made in Draft No. 4.)

At the suggestion of Mr. Hillman and without objection, the Council deleted [33-80(c)(2)] from line 30, page 9; line 7, page 10; and line 18, page 11; and deleted the phrase [disagreement over obligation to bargain collectively] from line 1, page 10.

At the suggestion of President Potter and without objection, the Council deleted the word [jointly] from line 23, page 24, and inserted the word jointly after the word "submit" on line 24, page 24.

Councilman Fosler stated that the legislative history of Bill No. 71-81 should be clear that the Council defines "effect" as used in Section 33-80(a)(7) in a restrictive sense. The word shall not be used as a way of initiating collective bargaining over any items that are employer rights. If the interpretation is expanded, the Council will have to consider amendments to the law.

Councilman Scull stated that he agrees with Councilman Fosler's views on the meaning of the word "effect;" however, he does not believe that subsection (7) of Section 33-80(a) is needed. He believes that the language of the subsection is vague and the examples given during the worksession as to problems that might arise were not great enough to justify leaving such vague wording in the law.

Mr. Hillman stated that an employer right is the ability to lay off employees. The union might want to bargain about how to achieve the lay off, such as whether it should be done on the basis of seniority, on the basis of job classification, or by department. Those are the kinds of effects on employees that unions traditionally bargain about, and are the kinds of effects intended by Section 33-80(a)(7). The decisions about whether to lay off and how many employees are to be affected are clearly employer's rights.

Councilman Scull moved, duly seconded, that the Council delete subsection (7) from Section 33-80(a), page 18.

Councilman Scull expressed the view that the language of subsection (7) is vague and will raise more problems than it will solve. The employer has certain rights to hire, transfer, assign and schedule employees, and cannot do anything that does not have an effect on employees. He pointed out that establishing a legislative history does not have the force and effect of law; it reflects only the views of Councilmembers. Every word used in labor relations laws is significant. He stated that he has not heard a strong argument for retaining the subsection.

In response to President Potter's suggestion that the phrase "bargain over the amelioration of the effects on employees" be inserted in subsection (7), Mr. Hillman stated that that is largely what the subsection means, but there may be times when the employer does not want to "ameliorate" the effects. An employer may want to bargain and make the effects on employees harsher.

Mr. Katz, representing the Fraternal Order of Police, noted that the Permanent Umpire will make the decision about which items are bargainable and which are not. If the Council does not like his decision, the Council can amend the law.

Councilman Scull's motion failed, Councilmembers Gelman and Scull voting in the affirmative, Councilmembers Potter, Fosler and Crenca voting in the negative, Councilman Gudis not voting and Councilwoman Spector being temporarily absent.

President Potter stated that he voted in the negative because he believes that there is a substantial area of concern. The language may be vague, but he believes that there is a basic advantage in leaving fairly broad what can be negotiated. It would be disadvantageous to both parties if too much is excluded.

Councilman Fosler expressed the view that there are legitimate concerns as to how subsection (7) will be interpreted. One of the key factors in determining whether it will work successfully is how reasonable both parties are and how good the Permanent Umpire is in making his determinations. It is a subject that bears watching to see what develops. It is an item that may require modification in the future.

Upon motion of Councilwoman Crenca, duly seconded and without objection, the Council approved the following amendments as reflected in Draft No. 4 of Bill No. 71-81 (amendments approved by the Council during this Legislative Session are in addition; capital letters indicate language added after introduction and strike-throughs indicate language deleted after introduction of the bill):

1           Sec. 1. Subsection 33-63(c) of Section 33-63, title  
2           "Definitions" of Article IV, title "Employer-Employee Relations"  
3           of Chapter 33, title "Personnel", of the Montgomery County Code  
4           1972, as amended, is hereby amended, to read as follows:

5           Sec. 33-63. Definitions.

6                           \* \* \*

7           (c) Employee. Any county merit system employee working  
8           on a continuous full-time, career or part-time, career basis,  
9           eligible to be included in a unit of recognition except for the  
10          following:

- 11                   (1) Confidential aides to elected officials;
- 12                   (2) All non-merit system employees;
- 13                   (3) All heads of principal departments, offices  
14                   and agencies;
- 15                   (4) Deputy or assistant department heads;
- 16                   (5) Employees providing direct staff or administra-  
17                   tive support to the director of the department,  
18                   or deputy or assistant directors within the  
19                   director's immediate office;
- 20                   (6) Employees who report directly to or whose  
21                   immediate supervisor is the county executive,  
22                   county council, county council members or  
23                   the chief administrative officer and the  
24                   principal aides to the foregoing;
- 25                   (7) Employees of the office of the county attorney;
- 26                   (8) Employees of the office of budget and research;
- 27                   (9) Employees of the office of employee relations;
- 28                   (10) Employees of the personnel office;
- 29                   (11) Employees of the personnel board;
- 30                   (12) Heads of the following constituent offices,  
31                   divisions and sections in the department of  
32                   transportation existing at the time of



1 enactment of this bill and positions carrying  
2 a similar degree of personnel management  
3 responsibilities in other departments and  
4 offices as determined by the chief administrative  
5 officer:

6 Director's office, office of the right-of-  
7 way acquisition, office of administrative  
8 services, office of transportation planning,  
9 division of transportation engineering, sub-  
10 division development section, design section,  
11 construction section, division of traffic  
12 engineering, traffic planning and survey section,  
13 traffic operations section, division of  
14 operations, TESS Minibus, highway maintenance  
15 section, equipment section and division of  
16 parking lot districts.

17 (13) An employee of the police department, as defined  
18 in Section 33-76 of this Chapter, who is  
19 represented by a certified employee organization  
20 pursuant to the provisions of Article V, title  
21 "Police Labor Relations" of this Chapter.

22 Sec. 2. Section 33-74, title "Cost of Living Adjustment",  
23 of Article IV, title "Employer - Employee Relations", of  
24 Chapter 33, title "Personnel" of the Montgomery County Code 1972,  
25 as amended, is hereby amended, by adding a new Subsection (c),  
26 to read as follows:

27 Sec. 33-74. Cost of living adjustment.

28 (a) The county executive shall provide as a part of the  
29 annual recommended operating budget for the county government  
30 sufficient funds to implement the cost of living adjustment  
31 required by this section. The council shall accord one of the  
32 highest priorities to the full funding of the cost of living  
33

1 adjustment, shall fund fully the seventy-five percent of  
2 Consumer Price Index cost of living adjustment unless reasons  
3 are given for not doing so, and shall make a finding in the  
4 budget resolution as to the extent to which full funding is  
5 achieved. Unless otherwise provided in the approved budget  
6 resolution which includes a finding that implementation of the  
7 full amount of the adjustment would necessitate substantial  
8 lay-offs of personnel or result in other widespread hardship  
9 to county government employees, the chief administrative  
10 officer shall adjust the uniform salary plan for all classified  
11 employees of the county government beginning the first pay  
12 period on or after July 1 of each year by an amount not less  
13 than seventy-five percent of the change in the Consumer Price  
14 Index for all urban consumers in the Washington, D.C. area,  
15 although pay grades one through four of the uniform salary plan  
16 to which minimum wage and certain seasonal employees are  
17 assigned will be adjusted by changes in the minimum wage rates  
18 and salary surveys to determine the competitiveness of such  
19 salaries. The percentage change shall be based on the latest  
20 published index for the calendar year preceding the fiscal year  
21 in which the adjustment is to be paid.

22 The chief administrative officer may adjust the uniform  
23 salary plan in excess of the base percentage of seventy-five  
24 percent, provided funds are available and approved by the  
25 county council for such purpose.

26 (b) Notwithstanding the provisions in (a) above, for  
27 FY-82 only the following salary controls shall apply:

- 28 1. Salary maxima of grades 5 through 31 will be  
29 adjusted by the full cost-of-living granted  
30 by the County Council.
- 31 2. The salary maximum for grade 40 shall be  
32 \$70,000.00.

- 1           3. The salary maxima for grades 32 through 39 shall  
2           be adjusted by the Chief Administrative Officer  
3           so that the dollar difference between the  
4           salary maxima of grades 31 through 40 is the  
5           same.
- 6           4. The salary for each merit employee in grades 5-31  
7           will be adjusted by the full cost-of-living  
8           granted by the County Council to the extent that  
9           such salary adjustment does not exceed the maximum  
10          of the employee's grade.
- 11          5. The salaries for merit employees in grades 32  
12          through 39 will be adjusted by the full cost-of-  
13          living granted by the County Council only to the  
14          extent that such salary adjustment does not exceed  
15          the maximum of the employee's grade.
- 16          6. The cost-of-living adjustment to the salaries of  
17          non-merit employees shall be determined by the  
18          County Executive but shall not exceed the cost-  
19          of-living granted merit employees.
- 20          7. No employee's salary is to be reduced below  
21          its level as of June 30, 1981 as a result of  
22          implementation of the provisions contained in  
23          paragraphs 1- 6 above.

24           (c) The provisions of this section shall not apply to an  
25          employee of the police department, as defined in Section 33-76  
26          of this chapter, who is represented by a certified employee  
27          organization pursuant to the provisions of Article V, Title  
28          "Police Labor Relations" of this chapter.

29           Sec. 3. Chapter 33, title "Personnel" of the Montgomery  
30          County Code 1972, as amended, is hereby amended by adding a  
31          new Article V, title "Police Labor Relations", Sections 33-75  
32          through 33-85, to read as follows:

## 1 ARTICLE V. POLICE LABOR RELATIONS.

## 2 Sec. 33-75. DECLARATION OF POLICY.

3 It is the public policy of this County, pursuant to  
4 Charter Section 510, enacted as a result of citizen initiative,  
5 and purpose of this Article to promote a harmonious, peaceful,  
6 and cooperative relationship between the County government  
7 and its police employees and to protect the public by assuring,  
8 at all times, the responsive, orderly, and efficient operation  
9 of the police department. Since unresolved disputes in the  
10 police service are injurious to the public and to police  
11 employees as well, adequate means should be provided for  
12 preventing such unresolved disputes and for resolving them  
13 when they occur. To that end, it is in the public interest  
14 that police employees have the opportunity to bargain  
15 collectively OVER WAGES, HOURS, AND OTHER TERMS AND CONDITIONS  
16 OF EMPLOYMENT through a representative of their choice or to  
17 refrain therefrom; and that any collective bargaining between  
18 the County government and a representative of those police  
19 employees be done in good faith with no interference with the  
20 orderly process of government and furthermore, that ~~the results~~  
21 of AGREEMENTS REACHED THROUGH collective bargaining be imple-  
22 mented.

23 It is also recognized however, that police employee  
24 organizations AND THE COUNTY GOVERNMENT EACH possess  
25 substantial means by which they may initiate ~~governmental~~  
26 actions regarding the wages, hours, and working conditions  
27 of employees ~~they represent or seek to represent~~. Conse-  
28 quently, in order to preserve ~~the delicate~~ AN APPROPRIATE  
29 balance between labor and management in the police service,  
30 the Council hereby declares that ~~collective bargaining may~~  
31 be ONCE A REPRESENTATIVE HAS BEEN voluntarily selected  
32 COLLECTIVE BARGAINING SHALL BE UTILIZED in place of, but not

1 in addition to existing means of initiating governmental  
2 action as to those subjects which are defined as appropriate  
3 for collective bargaining in this Article.

4 Sec. 33-76. DEFINITIONS.

5 When used in this Article:

6 "Agency Shop" means a provision in a collective  
7 bargaining agreement requiring, as a condition of continued  
8 employment, that bargaining unit employees pay a service  
9 fee not to exceed the monthly membership dues uniformly  
10 and regularly required by the employee organization of  
11 all of its members. An agency shop agreement shall not  
12 require the payment of initiation fees, an assessment, fines  
13 or any other collections or their equivalent, as a condition  
14 of continued employment.

15 To "bargain collectively" means to meet at reasonable  
16 times and places and to negotiate in good faith with respect  
17 to appropriate subjects as set out in subsection 33-80(a)  
18 of this Article.

a "CERTIFIED REPRESENTATIVE" MEANS AN EMPLOYEE ORGANIZATION SELECTED  
b IN ACCORDANCE WITH THE PROCEDURES OF THIS CHAPTER TO REPRESENT THE UNIT.

19 "Employee" means any police officer in the classifica-  
20 tion of Master Police Officer I, Master Police Officer II,  
21 Police Officer I, Police Officer II, Police Officer III,  
22 and Police Officer Candidate, or equivalent non-supervisory  
23 classifications, but not those in the classification of Police  
24 Sergeant or any equivalent or higher classification.

25 "Employer" means the County Executive and his  
26 designees.

27 "Employee Organization" means any organization which  
28 admits to membership employees and which has as a primary purpose  
29 the representation of such employees in collective bargaining,  
30 and includes any person acting as an officer, representative,  
31 or agent of said organization. SUCH ORGANIZATION SHALL NOT AD-  
32 MIT TO MEMBERSHIP ANY PERSON OTHER THAN LAW ENFORCEMENT OFFICERS.

1 "Lockout" means any action taken by the employer to  
2 interrupt or prevent the continuity of work properly and  
3 usually performed by the employee for the purpose and with the  
4 intent of either coercing the employees into relinquishing  
5 rights guaranteed by this Article or of bringing economic  
6 pressure on employees for the purpose of securing the agreement  
7 of their certified representative to certain collective  
8 bargaining terms.

9 "Mediation" means an effort by an impartial third  
10 party confidentially to assist in resolving, through  
11 interpretation, suggestion, and advice, a dispute arising out  
12 of collective bargaining between the employer and the  
13 certified representative.

14 "Strike" means ~~the~~ A CONCERTED failure to report  
15 for duty, ~~or the~~ absence, ~~from one's position, or the~~  
16 stoppage of work, or the abstinence in whole or in part  
17 from the full AND faithful, ~~or proper~~ performance  
18 of the duties of employment with the employer, or  
19 deviation from normal or proper work duties or activities,  
20 where any of the preceding are done in a concerted  
21 manner for the purpose of inducing, influencing, or coercing  
22 the employer in the determination, implementation, interpreta-  
23 tion, or administration of terms or conditions of employment  
24 or of the rights, privileges, or obligations of employment  
25 or of the status, recognition or authority of the employee  
26 or an employee organization.

"UNIT" means all employees.

27 Sec. 33-77. PERMANENT UMPIRE.

28 (a) There is hereby created the position of Permanent  
29 Umpire, so as to provide for the effective implementation and  
30 administration of Sections 33-79/ and 33-82 of this Article  
31 concerning Selection and Certification of Employee  
32  
33  
34

1 ,DISAGREEMENT OVER OBLIGATION TO BARGAIN COLLECTIVELY  
2 Organization/and Prohibited Practices. The Permanent Umpire  
3 shall exercise the following powers and perform the following  
4 duties and functions:

5 (1) To adopt, amend, and rescind, from time to  
6 time, such rules, regulations and procedures  
7 for the implementation and administration  
8 of Sections 33-79<sup>,33-80(c)(2)</sup> and 33-82 as are consistent  
9 with this Article;

10 (2) To request from the employer or any employee  
11 organization, and the employer or such  
12 organization may at its discretion provide,  
13 such relevant assistance, service and data  
14 as will enable the Permanent Umpire to  
15 properly carry out his functions;

16 (3) To hold hearings and make inquiries, to  
17 administer oaths and affirmations, examine  
18 witnesses and documents, take testimony and  
19 receive evidence, compel by issuance of  
20 subpoenas the attendance of witnesses ~~7-not~~  
21 ~~including-elected-county-officials;~~ and the  
22 production of relevant documents;

23 (4) To hold and conduct elections for ~~unit~~  
24 certification or decertification pursuant to  
25 the provisions of this Article and to issue  
26 said certification or decertification;

27 (5) To investigate and attempt to resolve or settle,  
28 as provided in this Article charges of engaging  
29 in prohibited practices. However, if the  
30 employer and a certified representative have  
31 negotiated a valid grievance procedure the  
32 Permanent Umpire must defer to that procedure  
33  
34

1 for the resolution of disputes properly  
2 submissible to the procedure absent a  
3 showing that such deferral will result or has  
4 resulted in the application of principles  
5 repugnant to this Article. Furthermore,  
6 the Permanent Umpire shall defer to state  
7 procedures in those matters which are governed  
8 by the Law Enforcement Officers Bill of Rights,  
9 Article 27, Sections 727, et seq., Annotated  
10 Code of Maryland;

11 (6) To obtain any necessary support services and  
12 make necessary expenditures in the performance  
13 of duties to the extent provided for these  
14 purposes in the annual budget of Montgomery  
15 County; and

16 (7) To exercise any other powers and perform any other  
17 duties and functions as may be specified in  
18 ,33-80(c)(2)  
Sections 33-79/and 33-82 of this Article.

19 (b) The Permanent Umpire shall be appointed by the  
20 County Executive, with the confirmation of the County Council,  
21 shall serve for a term of five (5) years and shall be  
22 eligible for reappointment PROVIDED HOWEVER THAT THE PERMANENT  
23 UMPIRE SHALL NOT BE REAPPOINTED IF DURING THE PERIOD BETWEEN  
24 60 DAYS AND 30 DAYS PRIOR TO THE EXPIRATION OF HIS TERM THE  
25 CERTIFIED REPRESENTATIVE FILES A WRITTEN OBJECTION TO SUCH RE-  
26 APPOINTMENT WITH THE COUNTY EXECUTIVE. The Permanent Umpire  
27 shall be a person with experience as a neutral in the field of  
28 labor relations and shall not be a person who, on account of  
29 vocation, employment or affiliation can be classed as a repre-  
30 sentative of the interests of the employer or any employee  
31 organization.  
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1 (c) The Permanent Umpire shall be paid a per diem fee  
2 as set forth by contract with the County and shall be  
3 reimbursed for necessary expenses.

4 Sec. 33-78. EMPLOYEE RIGHTS.

5 (a) Employees shall have the right:

6 (1) To form, join, support, contribute to, or  
7 participate in, or to refrain from forming,  
8 joining, supporting, contributing to, or  
9 participating in, any employee organization  
10 or its lawful activities; and

11 (2) To be fairly represented by their certified  
12 representative, if any.

13 (b) The Employer shall have the duty to extend to the  
14 certified representative the exclusive right to represent  
15 the employees for the purposes of collective bargaining  
16 including the orderly processing and settlement of grievances  
17 as agreed by the parties.

18 (c) A certified representative shall serve as the  
19 bargaining agent for all employees and shall have the duty to  
20 represent fairly and without discrimination all ~~unit~~ employees  
21 without regard to whether the employees are or are  
22 not members of the employee organization or are paying dues  
23 or other contributions to it or participating in its affairs,  
24 provided, however, that it shall not be deemed a violation of  
25 this duty for a certified representative to seek enforcement  
26 of an agency shop provision in a valid collective bargaining  
27 agreement.

28 (d) The right of the certified representative to  
29 receive membership dues deductions or agency shop provisions  
30 shall be determined through negotiations, unless the  
31 authority to negotiate such provisions has been suspended

1 under Section 33-84. No collective bargaining agreement  
2 may include a provision requiring membership in, participation  
3 in the affairs of or contributions to an employee organization  
4 other than an agency shop provision.

5 Sec. 33-79. SELECTION, CERTIFICATION AND  
6 DECERTIFICATION PROCEDURES.

7 (a) ~~THE CERTIFICATION OR DECERTIFICATION OF AN EMPLOYEE~~  
8 ORGANIZATION AS THE UNIT'S REPRESENTATIVE FOR THE PURPOSE OF COLLECTIVE  
9 ~~representative for the unit may be initiated in accordance with~~  
10 BARGAINING SHALL BE INITIATED IN ACCORDANCE WITH THE FOLLOWING PROCEDURES:  
11 ~~this subsection as follows:~~

12 (1) Any employee organization seeking certification  
13 SHALL  
14 as representative of the unit may file a  
15 petition stating its name, address, and its  
16 desire to be certified with the Permanent  
17 Umpire, and shall transmit forthwith a copy of  
18 such, not including the names of the supporting  
19 employees, to the employer. Said petition must  
20 contain the uncoerced signatures of thirty  
21 percent (30%) of the employees within the  
22 unit signifying their desire to be represented  
23 by the employee organization for purposes of  
24 collective bargaining.

25 (2) Where an employee organization has been certified,  
26 an employee within the unit may file a petition  
27 with the Permanent Umpire and shall transmit  
28 forthwith a copy of such to the employer and the  
29 certified representative, not including the names  
30 of the supporting employee for decertification  
31 of the certified representative. The petition  
32 must contain the uncoerced signatures of at least  
33 thirty percent (30%) of the employees within the  
34 unit alleging that the employee organization

presently certified is no longer the choice of the majority of the employees in the unit.

(3) The employer may file a petition with the Permanent Umpire seeking an election for certification of an employee organization or, where an employee organization is so certified, to cause decertification of the representative where the employer has reason to believe that the certified representative is not or is no longer the choice of the majority of the employees of the unit, and shall transmit a copy of such to the employee organization seeking to obtain or retain certification.

(4) Petitions may be filed between May 1, 1982, and June 30, 1982. Thereafter, petitions may be filed between September 1 and September 30, of any year, but no sooner than 22 months following an election held pursuant to this section.

(5) If a lawful collective bargaining agreement of no longer than three (3) year's duration is in effect, no petition shall be entertained unless filed during September of the final year of ~~the~~ <sup>A COLLECTIVE BARGAINING</sup> agreement. ~~A PROVISION FOR AUTOMATIC RENEWAL SHALL NOT PREVENT AN AGREEMENT FROM ENDING A PETITION, BUT NO SUCH AUTOMATIC RENEWAL SHALL END A PETITION IF THE RENEWAL OCCURS DURING THE THIRD YEAR OF AN AGREEMENT~~ ~~NECESSARY TO BE MADE AS PART OF THE AGREEMENT~~;

1 (6) If, during the period of May 1, to June 30, 1982,  
2 a petition is filed by the incumbent representa-  
3 tive of unit employees certified under the  
4 Employer/Employee Relations Article of this  
5 Chapter, and no other employee organization  
6 files a valid petition, that incumbent certified  
7 representative shall be certified without an  
8 election, provided it produces evidence,  
9 acceptable to the Permanent Umpire, of majority  
10 representation.

11 (b) If the Permanent Umpire determines that a petition is  
12 properly supported and timely filed, the Permanent Umpire shall  
13 cause an election of all eligible employees to be held within  
14 a reasonable time, but no later than October 20 of that year,  
15 to determine if and by whom the employees wish to be  
16 represented, as follows:

17 (1) All elections shall be conducted under the  
18 supervision of the Permanent Umpire and shall  
19 be conducted by secret ballot at such time and  
20 place as the Permanent Umpire may direct.  
21 The Permanent Umpire may select and retain  
22 services of an agency of the State of Maryland,  
23 or similarly neutral body to assist in  
24 conducting the election.

25 (2) The election ballots shall contain, as choices  
26 to be made by the voter, the names of the  
27 petitioning or certified employee organization,  
28 the name or names of any other employee  
29 organization showing written proof at least  
30 ten (10) days before the election of at least  
31 ten percent (10%) representation of the  
32  
33  
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1 employees within the unit, and a choice that  
2 the employee does not desire to be represented  
3 by any of the named employee organization(s).

4 (3) The employer and each party to the election may  
5 be represented by observers selected in  
6 accordance with such limitations and conditions  
7 as the Permanent Umpire may prescribe.

8 (4) Observers may challenge for good cause the  
9 eligibility of any person to vote in the  
10 election. Challenged ballots shall be impounded  
11 pending either agreement of the parties as to  
12 the validity of such challenge or the Permanent  
13 Umpire's decision thereon, unless the number  
14 of challenges is not determinative, in which  
15 latter event the/<sup>CHALLENGED</sup>ballot(s) shall be destroyed.

16 (5) After the polls have been closed, the valid  
17 ballots cast shall be counted by the Permanent  
18 Umpire in the presence of the observers.

19 (6) The Permanent Umpire immediately shall prepare  
20 and serve upon the employer and each of the  
21 parties a report certifying the results of the  
22 election. If, and only if, an employee  
23 organization has received the votes of a majority  
24 of the employees who voted, the Permanent Umpire  
25 shall certify the employee organization so  
26 elected as the exclusive agent. If no employee  
27 organization has received the votes of a  
28 majority of the employees, the Permanent Umpire  
29 shall certify no representative, ~~No-run-off~~  
30 ~~election shall be conducted.~~ BUT IF A MAJORITY  
31  
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1 OF THE EMPLOYEES DO NOT VOTE FOR NO REPRESENTA-  
2 TION, A RUN-OFF ELECTION SHALL BE CONDUCTED.  
3 THE RUN-OFF ELECTION SHALL CONTAIN THE TWO  
4 CHOICES WHICH RECEIVED THE LARGEST AND SECOND  
5 LARGEST NUMBER OF VOTES IN THE ORIGINAL ELEC-  
6 TION.

7 (c) The aforesaid certification of results shall be  
8 final unless, within seven (7) days after service of the  
9 report and certification, the employer or any other party serves  
10 on all parties and files with the Permanent Umpire objections  
11 to the election. Objections shall be verified and shall contain  
12 a concise statement of facts constituting the grounds thereof.  
13 The Permanent Umpire shall investigate the objections and, if  
14 substantial factual issues exist, the Permanent Umpire shall  
15 hold a hearing thereon. Otherwise, the Permanent Umpire may  
16 determine the matter without hearing. The Permanent Umpire  
17 may invite, either by rule or by ~~ad-hoc~~ invitation, written  
18 or oral argument to assist in determination of the merits of  
19 the objections. If the Permanent Umpire finds that the  
20 election was conducted in substantial conformity with this  
21 Article, the Permanent Umpire shall <sup>CONFIRM THE</sup> ~~make final~~ that certifica-  
22 tion initially issued. If the Permanent Umpire finds that the  
23 election was not held in substantial conformity with this  
24 Article, the Permanent Umpire shall cause another election  
25 to be held pursuant to the provisions of this section.

26 (d) The cost of conducting an election shall be paid  
27 by the County.

28 (e) Voluntary recognition is prohibited under this  
29 Article, and no certification may be issued without an  
30 election except as provided for in subsection 33-79(a)(6).  
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1           Sec. 33-80. COLLECTIVE BARGAINING.

2           (a) Upon certification of an employee organization,  
3 as provided in Section 33-79, the employer and the said  
4 certified representative shall have the duty, through their  
5 designees, to bargain collectively with respect to those  
6 subjects as follows:

7           (1) Salary and wages, provided however that  
8 salaries and wages shall be uniform for all  
9 employees in the same classification.

10          (2) Pension and retirement benefits for active  
11 employees.

12          (3) Employee benefits such as, but not limited  
13 to, insurance, leave, holidays, <sup>AND</sup> ~~and~~ vacation  
14 ~~AND PERSONAL PATROL VEHICLES.~~

15          (4) Hours and working conditions, INCLUDING THE AVAILABILITY  
16 AND USE OF PERSONAL PATROL VEHICLES.

17          (5) Provisions for the orderly processing and  
18 settlement of grievances concerning the  
19 interpretation and implementation of the  
20 collective bargaining agreement, which may  
21 include binding third party arbitration, <sup>AND PROVISIONS</sup>  
22 FOR EXCLUSIVITY OF FORUM.  
23 THE GRIEVANCE PROVISIONS OF ANY COLLECTIVE  
24 BARGAINING AGREEMENT, NOTWITHSTANDING THE  
25 PROVISIONS OF SECTION 33-12(b) OF THIS CHAPTER,  
26 SHALL BE THE EXCLUSIVE MEANS OF PROCESSING  
27 GRIEVANCES CONCERNING ANY SUBJECT MATTER  
28 ENUMERATED IN SECTION 33-30(a) OR ANY MATTER  
29 ENUMERATED IN SECTION 33-30(b) AND (c), ABOUT  
30 WHICH THE PARTIES HAVE VOLUNTARILY BARGAINED  
31 DURING THE BARGAINING IMMEDIATELY PRIOR TO  
32 THE CURRENT CONTRACT.

33          (6) MATTERS AFFECTING THE HEALTH AND SAFETY OF EMPLOYEES.

34          (7) THE EFFECT ON EMPLOYEES OF THE EMPLOYER'S EXERCISE OF  
RIGHTS ENUMERATED IN SUB-SECTION (b) HEREOF.

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(b) The following subjects shall not be the subject of collective bargaining:

- (1) Pensions or any other matter related to retired persons who have retired;
- (2) Recruitment, selection, appointment, testing, promotion, and position classification, or any other rule or action of the employer based on merit principles.
- (3) Any matter which <sup>WOULD BE IN CONFLICT WITH OR PRECLUDED BY</sup> ~~is the subject of~~ state law including, but not limited to, the Law Enforcement Officers Bill of Rights, Article 27, Sections 727, et seq., Annotated Code of Maryland
- (4) Any matter which would ~~impair~~ <sup>BELOW</sup> the rights of the employer as set forth in subsection 22 80(c).

(b)

~~1-1~~ Employer Rights.

This Article and any agreement pursuant hereto shall not impair the right and responsibility of the employer:

- (1) To determine the overall <sup>BUDGET AND</sup> mission of the employer and any agency of County government;
- (2) To maintain and improve the efficiency of operations;
- (2) <sup>AND</sup> To determine the services to be rendered, the operations to be performed and the technology to be utilized;
- (3) <sup>ORGANIZATIONAL STRUCTURE,</sup> To determine the overall methods, processes, means, job classifications or personnel by which operations are to be conducted and to prescribe and restrict the utilization of uniforms, vehicles, and equipment <sup>OTHER THAN PERSONNEL</sup> ~~INTERNAL VEHICLES~~ AND THE LOCATION OF FACILITIES.



1 (4) ~~/45~~ To direct or supervise employees;  
2 (5) TO HIRE, SELECT AND ESTABLISH THE STANDARDS GOVERNING  
3 ~~/46~~ TO SUSPEND, DISCIPLINE OR DISCHARGE EMPLOYEES;  
4 PROMOTION OF EMPLOYEES AND TO CLASSIFY POSITIONS;  
5 SUBJECT TO APPLICABLE LAW;

6 (7) To transfer, assign, schedule, retain, layoff,  
7 or recall employees;

8 (6) ~~/49~~ To relieve employees from duties because of  
9 lack of work or funds, or under conditions  
10 when the employer determines continued work  
11 would be inefficient or nonproductive;

12 (7) ~~/49~~ To make and enforce rules and regulations not  
13 THIS LAW OR  
14 inconsistent with a collective bargaining  
15 agreement AND APPLICABLE LAW;

16 (10) To take whatever other actions may be necessary  
17 to carry out the wishes of the public not  
18 otherwise specified herein or limited by a  
19 collective bargaining agreement; or

20 (8) ~~/11~~ To take actions to carry out the mission of  
21 government in situations of emergency.

22 (9) TO TRANSFER, ASSIGN AND SCHEDULE EMPLOYEES.  
23 (c) NOTHING CONTAINED IN THIS ARTICLE SHALL BE CONSTRUED TO LIMIT  
24 THE DISCRETION OF THE EMPLOYER VOLUNTARILY TO DISCUSS WITH THE REPRESENTATIVES  
25 OF ITS EMPLOYEES ANY MATTER CONCERNING THE EMPLOYER'S EXERCISE OF ANY OF THE  
26 ENUMERATED RIGHTS SET FORTH IN SUB-SECTION 33-80(b) ABOVE, BUT SUCH MATTERS  
27 SHALL NOT BE SUBJECT TO BARGAINING.

28 ~~(c) Nothing contained in this Article shall be construed~~  
29 ~~to limit the discretion of the employer voluntarily to confer~~  
30 ~~with any or all of its employees in the process of developing~~  
31 ~~policies to effectuate or implement any of the enumerated~~  
32 ~~rights set forth in subsection 33-80(c) above~~

33 (1) NOTWITHSTANDING ANY OTHER PROVISION OF THIS LAW,  
34 THE EMPLOYER MAY VOLUNTARILY BARGAIN ABOUT ANY MATTER ENUMERATED  
35 IN SECTION 33-80(b) AND/OR THE EFFECTS UPON EMPLOYEES OF  
36 THE EMPLOYER'S EXERCISE OF ANY RIGHTS LISTED IN SECTION 33-80(c) OR BOTH  
37 IN THE EVENT THE EMPLOYER DOES AGREE TO BARGAIN ABOUT ANY OF THE  
38 ABOVE MATTERS, AND AN AGREEMENT IS REACHED, THAT AGREEMENT SHALL

BE INCORPORATED IN THE COLLECTIVE BARGAINING AGREEMENT. THE  
 EMPLOYER'S ELECTION TO BARGAIN ABOUT <sup>MATTER OR EFFECT</sup> ~~A PROPOSAL~~ SHALL NOT CON-  
 STITUTE A WAIVER OF THE EMPLOYER'S RIGHT NOT TO BARGAIN ABOUT  
 THE ~~SUBJECT~~ <sup>OR EFFECT</sup> ~~MATTER~~ <sup>OR EFFECT</sup> UPON EXPIRATION OF ANY AGREEMENT  
 REACHED. NOTWITHSTANDING THE EMPLOYER'S ELECTION TO BARGAIN,  
<sup>AN AGREEMENT ON THE MATTER OR EFFECT, THE MATTER OR EFFECT</sup> ~~ABSENT A PROPOSAL AS SET FORTH ABOVE, SUCH PROPOSAL~~ SHALL NOT  
 BE INCLUDED IN EITHER PARTY'S SUBMISSION OF A FINAL OFFER TO  
 THE IMPASSE NEUTRAL.

(2) IN THE EVENT THE EMPLOYER AND THE CERTIFIED  
 REPRESENTATIVE DISAGREE OVER WHETHER EITHER IS OBLIGATED TO  
 BARGAIN OVER ONE OR MORE CONTRACT PROPOSALS UNDER THIS LAW,  
 THAT DISAGREEMENT SHALL BE SUBMITTED UPON THE PETITION OF  
 EITHER PARTY TO THE PERMANENT UMPIRE WHO SHALL RESOLVE THE  
 DISPUTE AS PROMPTLY AS POSSIBLE AND AFTER SUCH EXPEDITIOUS  
 PROCEEDINGS AS THE PERMANENT UMPIRE DEEMS APPROPRIATE IN THE  
 CIRCUMSTANCES. THE PETITION SHALL STATE THE ISSUE OR ISSUES  
 TO BE RESOLVED AND SHALL BE ACCOMPANIED BY A WRITTEN STATE-  
 MENT OF THE REASONS WHY THE PETITIONING PARTY <sup>PROPOSAL</sup> ~~REPLIES~~ THE  
<sup>PROPOSAL</sup> ~~MATTER~~ IS OR IS NOT BARGAINABLE. THE DECISION OF THE PERMA-  
 NENT UMPIRE SHALL BE BINDING UPON THE PARTIES. FAILURE TO  
 SUBMIT A PETITION PURSUANT TO THIS SUBSECTION SHALL NOT PRE-  
 CLUDE A PARTY FROM FILING AN UNFAIR LABOR PRACTICE CHARGE  
 PURSUANT TO SECTION 33-82.

(d)  
~~(c)~~ Collective bargaining shall commence no later than  
 November 1, preceding the beginning of a fiscal year for which  
 there is no contract between the employer and the certified  
 representative and shall be concluded on January 20. The  
 resolution of an impasse in collective bargaining shall be

1 completed by February 1. These time limits may be waived  
2 only by prior written consent of the parties.

3 <sup>(e)</sup>  
4 ~~/ (f) -~~ Any collective bargaining agreement which contains  
5 OF A COLLECTIVE BARGAINING AGREEMENT  
6 ~~a~~ provision for automatic renewal or extension shall be void.  
7 in its entirety unless such renewal or extension requires  
8 the consent of both parties. No agreement shall be valid if  
9 it extends for less than one year or for more than three  
10 years. All agreements shall become effective July 1 and end  
11 on June 30.

12 <sup>(f)</sup>  
13 ~~/ (g) -~~ Any collective bargaining agreement shall  
14 become effective only after ratification of the agreement  
15 by the public employer and the CERTIFIED REPRESENTATIVE  
16 employees-in-the-bargaining-unit, except as provided  
17 in subsection 33-81(b)(7). A certified representative  
18 may provide its own rules for ratification procedures, /  
19 but-such-rules-shall-be-consistent-with-the-certified  
20 representative's-duty-of-fair-representation. Any  
21 terms of a collective bargaining agreement which purport  
22 to restrict the rights of management and of the public as  
23 contained in subsection 33-80(c) of this Article or which  
24 concern those subjects set forth in subsection 33-80(b)  
25 shall be null and void and wholly unenforceable.

26 <sup>(g)</sup>  
27 ~~/ (h) -~~ A ratified agreement shall be binding on the  
28 employer and the certified representative, AND SHALL BE RE-  
29 DUCED TO WRITING AND EXECUTED BY BOTH PARTIES. Any term or  
30 condition thereof which requires an appropriation of funds or  
31 enactment, repeal or modification of a County law shall be  
32 timely submitted to the County Council by the employer  
33 and the employer shall make a good faith effort to have such  
34 term or condition implemented by Council action. but-the

1 ON OR BEFORE APRIL 25, THE COUNTY COUNCIL SHALL INDICATE BY A  
2 MAJORITY OF FOUR (4) VOTES, ITS INTENTION TO APPROPRIATE  
3 OR OTHERWISE IMPLEMENT THE AGREEMENT, OR ITS INTENTION NOT TO  
4 DO SO, AND SHALL STATE ITS REASONS FOR ANY INTENT TO REJECT  
5 ANY PART OR PARTS OF THE AGREEMENT. IN THE EVENT THE COUNCIL  
6 INDICATES ITS INTENTION TO REJECT, IT SHALL DESIGNATE A REPRESENTATIVE  
7 TO MEET WITH THE PARTIES AND PRESENT THE COUNCIL'S  
8 VIEWS IN THEIR FURTHER NEGOTIATIONS. THIS REPRESENTATIVE  
9 SHALL ALSO PARTICIPATE FULLY IN STATING THE COUNCIL'S POSITION  
10 IN ANY ENSUING IMPASSE PROCEDURE. THE PARTIES SHALL THEREAFTER  
11 MEET AS PROMPTLY AS POSSIBLE IN AN ATTEMPT TO NEGOTIATE AN  
12 AGREEMENT ACCEPTABLE TO THE COUNCIL. EITHER OF THE PARTIES MAY  
13 INITIATE THE IMPASSE PROCEDURE SET FORTH IN SECTION 33-81.  
14 THE RESULTS OF THE NEGOTIATION OR IMPASSE PROCEDURE SHALL BE  
15 SUBMITTED TO THE COUNCIL ON OR BEFORE MAY 10. ANY agreement  
16 shall provide either for automatic reduction or elimination  
17 of such conditional WAGE AND/OR benefits ADJUSTMENTS if the  
18 Council fails to take such action or if funds are not appropriated  
19 or if a lesser amount is appropriated.

20 Sec. 33-81. IMPASSE PROCEDURE.

21 (a) Prior to November 10 of any year in which the  
22 employer and a certified representative bargain collectively,  
23 they shall choose an Impasse Neutral either by agreement or  
24 through the processes of the American Arbitration Association.  
25 The Impasse Neutral shall be required to be available during  
26 the period from January 20 to February 1. Fees <sup>COSTS</sup> and expenses OF THE  
27 IMPASSE NEUTRAL shall be shared equally by the employer and the certified  
28 representative.

- 1 (b) (1) During the course of collective bargaining  
2 either party may declare an impasse and  
3 request the services of the Impasse Neutral.  
4 If the parties have not reached agreement  
5 by January 20, an impasse shall be deemed to  
6 exist.
- 7 (2) Whenever an impasse has been reached, the  
8 dispute shall be submitted to the Impasse  
9 Neutral. The Impasse Neutral shall attempt  
10 mediation by bringing the parties together  
11 voluntarily under such favorable auspices as  
12 will tend to effectuate the settlement of the  
13 dispute.
- 14 (3) If the Impasse Neutral, in the Impasse Neutral's  
15 sole discretion, finds that the parties are at  
16 a bona fide impasse, the Impasse Neutral shall  
17 require each party to submit a final offer  
18 which shall consist either of a complete draft  
19 of a proposed collective bargaining agreement  
20 or a complete package proposal, as the Impasse  
21 Neutral shall choose. If only complete  
22 package proposals are required the Impasse  
23 Neutral shall require the parties to jointly  
24 submit a memorandum of all items previously  
25 agreed upon.
- 26 (4) The Impasse Neutral may, in the Impasse Neutral's  
27 discretion, require the parties to submit  
28 evidence or make oral or written argument in  
29 support of their proposals. The Impasse Neutral  
30 may hold a hearing for this purpose at a time,  
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1 date, and place selected by the Impasse  
2 Neutral. Said hearing shall not be open to  
3 the public.

4 (5) On February 1 or prior thereto, the Impasse  
5 Neutral shall select, as a whole, the most  
6 reasonable, in the Impasse Neutral's judgment,  
7 of the final offers submitted by the parties.  
8 The Impasse Neutral may take into account only  
9 the following factors:

- 10 a. Past collective bargaining contracts  
11 between the parties including the past  
12 bargaining history that led to such  
13 contracts, or the pre-collective  
14 bargaining history of employee wages, hours,  
15 benefits, and working conditions.
- 16 b. Comparison of wages, hours, benefits,  
17 and conditions of employment of similar  
18 employees of other public employers IN THE  
19 WASHINGTON METROPOLITAN AREA AND in Maryland.
- 20 c. Comparison of wages, hours, benefits,  
21 and conditions of employment of other  
22 employees of Montgomery County. <sup>PERSONNEL</sup>
- 23 d. Wages, benefits, hours, and other  
24 working conditions of similar employees  
25 of private employers in Montgomery County.
- 26 e. The interest and welfare of the public.
- 27 f. The ability of the employer to finance  
28 economic adjustments and the effect of  
29 the adjustments upon the normal standard  
30 of public services by the employer.
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1 (6) The Impasse Neutral shall not compromise or  
2 alter the final offer that he selects.  
3 Selection of an offer shall be based on the  
4 contents of that offer. No consideration shall  
5 be given to, nor shall any evidence or argument  
6 be received concerning the history of collective  
7 bargaining in this immediate dispute, including  
8 offers of settlement not contained in the offers  
9 submitted to the Impasse Neutral. However,  
10 the Impasse Neutral shall consider all previously  
11 agreed upon items integrated with the specific  
12 disputed items to determine the single most  
13 reasonable offer.

14 (7) The offer selected by the Impasse Neutral,  
15 integrated with the previous agreed upon items,  
16 shall be deemed to represent the final agreement  
17 between the employer and the certified repre-  
18 sentative, without the necessity of ratification  
19 by the parties, and shall have the force and  
20 effect of a contract voluntarily entered into  
21 and ratified as set forth in subsection 33-80(h).  
22 above. The parties shall execute such agreement.

23 Sec. 33-82. PROHIBITED PRACTICES.

24 (a) The employer or its agents or representatives  
25 are prohibited from:

26 (1) Interfering with, restraining, or coercing  
27 employees in the exercise of any rights granted  
28 to them under the provisions of this Article,  
29 ~~provided that the discussion of any matter,~~  
30 ~~argument or opinion or the dissemination~~  
31 ~~thereof, whether orally, in writing or otherwise~~  
32

1 shall not constitute or be evidence of  
2 prohibited practice under any of the provisions  
3 of this Article nor be grounds for invalidating  
4 any election conducted under this Article, if  
5 such discussion or dissemination contains no  
6 threat of reprisal or promise of benefit;

7 (2) Dominating or interfering with the formation or  
8 administration of any employee organization, or  
9 contributing financial or other support to it,  
10 pursuant to contract or otherwise; provided that  
11 the employer and a certified representative may  
12 agree to and apply a membership dues deduction  
13 provision AS PROVIDED HEREIN AND TO REASONABLE  
14 USE OF COUNTY FACILITIES FOR COMMUNICATING WITH  
15 EMPLOYEES;

16 (3) Encouraging or discouraging membership in any  
17 employee organization by discrimination in  
18 regard to hiring, tenure, or other wages, hours  
19 or conditions of employment; PROVIDED THAT NOTHING IN THIS

20 ARTICLE SHALL PRECLUDE AN AGREEMENT FROM CONTAINING A PROVISION FOR AN AGENCY SHOP;

21 (4) Discharging or discriminating against a public  
22 employee because he has filed charges, given  
23 testimony or otherwise lawfully aided in the  
24 administration of this Article;

25 (5) Refusing to bargain collectively with a certified  
26 representative;

27 (6) Refusing to reduce to writing or refusing to  
28 sign a bargaining agreement which has been  
29 agreed to in all respects;

30 (7) Refusing to process or arbitrate a grievance  
31 if required under a grievance procedure contained  
32 in a collective bargaining agreement;



1 (8) DIRECTLY OR INDIRECTLY OPPOSING THE APPROPRIA-  
2 TION OF FUNDS OR THE ENACTMENT OF ~~LAWFUL~~ LEGISLATION BY THE COUNTY  
3 COUNCIL TO IMPLEMENT AN AGREEMENT REACHED BETWEEN THE EMPLOYER  
4 AND THE CERTIFIED REPRESENTATIVE PURSUANT TO THIS ARTICLE.

5 (9) ENGAGING IN A LOCKOUT OF EMPLOYEES.  
6 AND

7 (b) Employee organizations, /their agents, ~~or~~  
8 representatives and employees, are prohibited from:

9 (1) Interfering with, restraining, or coercing  
10 the employer or employees in the exercise  
11 of any rights granted under this Article;

12 (2) Restraining, coercing, or interfering with  
13 the employer in the selection of its  
14 representatives for the purposes of collective  
15 bargaining or the adjustment of grievances;

16 (3) Refusing to bargain collectively with the  
17 employer if such employee organization is the  
18 certified representative;

19 (4) Refusing to reduce to writing or refusing to  
20 sign a bargaining agreement which has been  
21 agreed to in all respects;

22 (5) Hindering or preventing, by threats OF VIOLENCE,  
23 intimidation, force, or coercion of any kind  
24 the pursuit of any lawful work or employment  
25 by any person, public or private, or obstructing  
26 or OTHERWISE UNLAWFULLY interfering with the  
27 entrance to or egress from any place of employment,  
28 or obstructing or UNLAWFULLY interfering with  
29 the free and uninterrupted use of public roads,  
30 streets, highways, railways, airports, or other

ways of travel or conveyance by any person,  
public or private;

(6) Hindering or preventing by threats, intimidation,  
force, coercion, or sabotage, the obtaining, use,  
or disposition of materials, supplies, equipment  
or services by the employer;

(7) Taking or retaining unauthorized possession of  
property of the employer, ~~public or private, or~~  
~~engaging in any effort to interfere with~~  
~~production, functions, or services of an~~  
~~employer, public or private,~~ or refusing to  
do work or use certain goods or materials as  
lawfully required by the employer;

(8) Forcing or requiring any THE employer to assign  
particular work to employees in a particular  
employee organization or classification rather  
than to employees in another employee  
organization or classification;

(9) Causing or attempting to cause the employer  
to pay or deliver or agree to pay or deliver  
any money or other thing of value, in the  
nature of an exaction, for services which are  
neither performed OR to be performed ~~or which~~  
~~are not productive or not desired to be~~  
~~performed by the employer.~~

(c) A charge of prohibited practice may be filed by any  
THE employer, employee organization, or any individual employee.

THE CHARGE OR CHARGES SHALL BE FILED WITH THE PERMANENT UMPIRE, WITH COPIES  
TO THE PARTY ALLEGED TO HAVE COMMITTED A PROHIBITED PRACTICE.

All charges shall CONTAIN A STATEMENT OF FACTS SUFFICIENT TO  
ENABLE THE PERMANENT UMPIRE TO INVESTIGATE THE CHARGE ~~be sup-~~  
~~ported by the charging party.~~ The Permanent Umpire may request

1 withdrawal of and, if necessary, summarily dismiss charges  
2 if they are insufficiently supported in fact or in law to  
3 warrant a hearing~~7-however7~~. The Permanent Umpire shall  
4 have authority to maintain such independent investigation  
5 as the Permanent Umpire determines necessary and to develop  
6 rules and regulations therefore. If, UPON INVESTIGATION,  
7 the Permanent Umpire finds that a charge is sufficiently sup-  
8 ported to raise an issue of fact or law, the Permanent Umpire  
9 shall hold a hearing on such charge upon notification to the  
10 parties. In any hearing, charging parties shall present evidence  
11 in support of the charges and the PARTY OR parties charged  
12 shall have the right to file an answer to the charges, to  
13 appear in person or otherwise and to present evidence in defense  
14 of the charges.

15 (d) If the Permanent Umpire determines that the person  
16 charged has committed a prohibited practice, the Permanent  
17 Umpire shall make findings of fact and conclusions of law  
18 and shall be empowered to issue an order requiring the person  
19 charged to cease and desist from the prohibited practice and  
20 to take such affirmative action as will remedy the violation(s)  
21 of this Article. Remedies of the Permanent Umpire may include,  
22 but shall not be limited to, REINSTATING EMPLOYEES WITH OR WITH-  
23 OUT BACK PAY, MAKING EMPLOYEES WHOLE FOR ANY LOSS RELATING TO  
24 COUNTY EMPLOYMENT SUFFERED AS A RESULT OF ANY PROHIBITED  
25 PRACTICE, ~~orders-withdrawing-certification7~~ withdrawing  
26 or suspending the employee organization's authority  
27 to negotiate or continue membership dues deductions, or  
28 agency shop benefits, ~~withdrawing7-suspending7-or-reinstating~~  
29 ~~with-or-without-back-pay-the-employment-or-tenure-of-individual~~  
30 employees. If the Permanent Umpire finds that the party or  
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1 parties charged have not committed any prohibited practices,  
2 the Permanent Umpire shall make findings of fact and conclusions  
3 of law and issue an order dismissing the charges.

4 (e) The Permanent Umpire shall not receive or entertain  
5 charges based upon an alleged prohibited practice occurring  
6 more than ~~four-(4)~~ SIX (6) months prior to the filing of the  
7 charge.

8 Sec. 33-83. ~~USE-OF-OFFICIAL-TIME~~

9 ~~Solicitation-of-membership-or-dues-payments-or-other~~  
10 ~~internal-business-of-employee-organizations-shall-be-conducted~~  
11 ~~during-the-non-duty-hours-of-the-employee-involved--Employees~~  
12 ~~who-represent-or-act-on-behalf-of-a-certified-representative,~~  
13 ~~shall-not-be-on-paid-working-time-when-bargaining-collectively~~  
14 ~~with-the-public-employer-or-when-adjusting-grievances.~~

15 EXPRESSION OF VIEWS.

16 THE EXPRESSION OF ANY VIEWS, ARGUMENT, OR OPINION, OR  
17 THE DISSEMINATION THEREOF, WHETHER ORALLY, IN WRITING OR OTHER-  
18 WISE SHALL NOT CONSTITUTE OR BE EVIDENCE OF A PROHIBITED PRAC-  
19 TICE UNDER ANY OF THE PROVISIONS OF THIS LAW NOR BE GROUNDS FOR  
20 INVALIDATING ANY ELECTION CONDUCTED UNDER THIS LAW, IF SUCH  
21 EXPRESSION OR DISSEMINATION CONTAINS NO THREAT OF REPRISAL OR  
22 PROMISE OF BENEFIT.

23 Sec. 33-84. STRIKES AND LOCKOUTS.

24 (a) No employee or employee organization shall  
25 either directly or indirectly cause, instigate, encourage,  
26 condone or engage in any strike, nor the employer in any  
27 lockout. No employee or employee organization shall obstruct,  
28 impede, or restrict either directly or indirectly, any  
29 attempt to terminate a strike.  
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(b) The employer shall not pay, reimburse, make whole, or otherwise compensate any employee for or during the period when said employee is directly or indirectly engaged in a strike, nor shall the employer thereafter compensate an employee who struck for wages or benefits lost during such strike.

(c) If an employee or employee organization shall violate the provisions of this section, the employer, AFTER ADEQUATE NOTICE AND A FAIR HEARING BEFORE THE PERMANENT UMPIRE WHO FINDS THAT THE AFORESAID VIOLATIONS HAVE OCCURRED AND FINDS THAT ~~may take~~ any ~~and~~ OR all of the following .

actions ~~it deems~~ ARE necessary in the public interest MAY<sup>1</sup>, SUBJECT TO THE LAW ENFORCEMENT OFFICER'S BILL OF RIGHTS, ARTICLE 27, SECTIONS 727, et seq., ANNOTATED CODE OF MARYLAND: (1) IMPOSE ~~Imposition of~~ disciplinary action, in-

cluding DISMISSAL FROM ~~termination of~~ employment of employees engaged in such conduct;

(2) ~~Termination of~~ TERMINATE OR SUSPEND employee organization's dues deduction privilege, if any;

(3) ~~Revocation of~~ REVOKE THE certification OF and ~~disqualification~~ DISQUALIFY <sup>THE EMPLOYEE ORGANIZATION</sup> ~~IT~~ from participation in representation elections for a period up to a maximum of two (2) years.

(d) Nothing contained herein shall prohibit an employer from seeking any remedy available in a court of competent jurisdiction.

#### Sec. 33-85. EFFECT OF PRIOR ENACTMENTS.

Nothing contained in this Article shall be construed to repeal any law, executive orders, legislation, rules or regulations adopted by the County and any department or

1      agency thereof not inconsistent with the provisions of this  
2      Article.

3              Sec. 4.   Severability.

4              The provisions of this Act are severable, and if any  
5      provision, sentence, clause, section, word or part thereof  
6      is held illegal, invalid or unconstitutional or inapplicable  
7      to any person or circumstances, such illegality, invalidity,  
8      unconstitutionality, or inapplicability shall not affect or  
9      impair any of the remaining provisions, sentences, clauses,  
10     sections, words or parts of the Act or their application to  
11     other persons or circumstances. It is hereby declared to be  
12     the legislative intent that this Act would have been adopted  
13     if such illegal, invalid or unconstitutional provision,  
14     sentence, clause, section, word or part had not been included  
15     therein, and if the person or circumstances to which the Act  
16     or any part thereof is inapplicable had been specifically  
17     exempted therefrom.

18             Sec. 5.   Effective Date.

19             This Act shall take effect on the 91st day following  
20     the date on which it becomes law.

            The foregoing motion included any technical amendments that may be  
necessary.

            Upon motion of Councilwoman Crenca, duly seconded and without objection,  
the Council voted to waive the reading of the title and proceed to enactment. By  
a yea and nay vote, Councilmembers Spector, Crenca, Scull, Gelman, Fosler, Gudis  
and Potter voting in the affirmative, Bill No. 71-81, Collective Bargaining for  
Police, was enacted, as amended.

## MISCELLANEOUS BUSINESS:

There being no further official business to come before the Council in Legislative Session, the meeting adjourned at 4:15 P.M., to reconvene at 1:30 P.M. on Tuesday, April 13, 1982, or at the call of the President.

ATTEST:



Anna P. Spates, Secretary  
of the County Council for  
Montgomery County, Maryland